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April 15, 2003

RECEIVED

APR 15 2003

PUBLIC SERVICE
COMMISSION

Mr. Thomas M. Dorman
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Inquiry Into the Use of Contract Service Arrangements by
Telecommunications Carriers in Kentucky
PSC 2002-00456

Dear Mr. Dorman:

Enclosed for filing in the above-captioned case are BellSouth
Telecommunications, Inc.'s Responses to AT&T Communications of the Southern
States, LLC's Data Requests to BellSouth dated April 3, 2003.

One paper copy and a CD-ROM of today's filing are provided to the Commission.
A CD is provided to all parties of record.

Very truly yours,


Dorothy J. Chambers

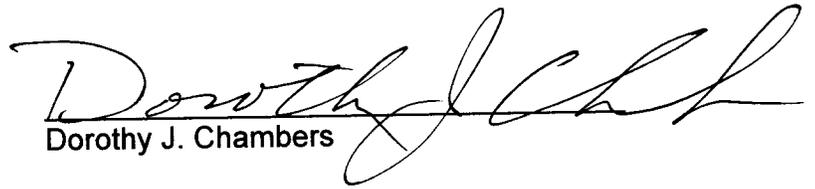
Enclosures

cc: Parties of Record

487624

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 15th day of April 2003.


Dorothy J. Chambers

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- REQUEST: Describe in detail the term commitments of BellSouth's contract service arrangements ("CSAs"), including a description of the length of the term commitments, identifying the range from the shortest term to the most lengthy.
- a. What is the shortest term commitment and what are the criteria for using that length?
 - b. What is the longest term commitment and what are the criteria for using that length?
 - c. What are the criteria for establishing a 12 month term?
 - d. What are the criteria for establishing a 24 month term?
 - e. What are the criteria for establishing a 36 month term?
 - f. What are the criteria for establishing a 48 month term?
 - g. What are the criteria for establishing a 60 month term?
 - h. What are the criteria for establishing a 120 month term?
 - i. What are the criteria for establishing other term lengths?

RESPONSE: Business customers in Kentucky have a choice of competitive service providers and competitive service alternatives. These competitive alternatives are available in a range of prices, terms and conditions. BellSouth offers CSAs to its business customers in response to competitive alternatives.

RESPONSE: (continued)

The terms of BellSouth's CSAs generally mirror the terms for extended service arrangements in BellSouth tariffs, which were filed with and approved by the Kentucky Public Service Commission. BellSouth also offers CSA terms that are competitive with those offered by its competitors and/or requested by its customers. The legally negotiated and agreed to CSA contract terms between BellSouth and its business customers in Kentucky vary in length between the shortest term of month-to-month and the longest term of 120 months.

- a. As stated above, the shortest CSA term is month-to-month. The month-to-month term contract(s) resulted from the successful conclusion of business analyses and negotiations.
- b. As stated above, the longest term is 120 months. The 120 months term contract(s) resulted from the successful conclusion of business analyses and negotiations.
- c. See a. & b. above.
- d. See a. & b. above.
- e. See a. & b. above.
- f. See a. & b. above.
- g. See a. & b. above.
- h. See a. & b. above.
- i. See a. & b. above.

REQUEST: How does BellSouth determine the term commitments in its CSAs?
Respond in detail, including the factors considered in establishing term commitments.

RESPONSE: The term commitments of CSAs are determined through negotiations with the customer. As CSAs are offered in response to competitive alternatives, the BellSouth sales team will generally match the term of the competitive offer. If specifics of the offer are not available, the sales team will often use the terms available in its tariffs as a starting point for the negotiations. The final term commitment for BellSouth CSAs results from negotiations with the customer and may be influenced by the competitive alternative and the customer's business requirements.

REQUEST: Describe in detail the penalties in BellSouth's CSAs for premature termination, specifically identifying the range of penalties.

RESPONSE: BellSouth interprets penalties to mean punishment for an offense or a forfeiture for a crime. As such, BellSouth does not exact "penalties" upon its customers.

However, CSA contract negotiations generally do result in mutually agreed upon termination liabilities that apply if the contract ends prior to the mutually agreed upon expiration date. These termination liabilities are comparable to those found in BellSouth's approved tariffs in Kentucky.

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REQUEST: How does BellSouth determine the penalties in its CSAs? Respond in detail, including the factors considered in determining what they should be for a particular CSA.

RESPONSE: As mentioned in response to Item 3, BellSouth objects to the categorization of termination liability charges as "penalties". See response to Item 3 above.

REQUEST: The following questions pertain to Attachment No. 1 (edited) of BellSouth's Response to the Commission's 1st Data Request Dec. 19, 2002 and Jan. 28, 2003:

- a. The customer listed at Row No. 12 has Primary Rate ISDN-Voice/Data. Using the UNE-P rates now in effect in Kentucky, provide the total wholesale rate to provide this same service to this customer using a UNE-P ordered from BellSouth. Include an explanation of each unbundled network element rate.
- b. Prove the same information as requested in (a) above for the CSAs for the customers listed at Rows 22, 109, 110, 183, 383, 392, 393, 403, 407, 414, 528, 551, 594, and 756.

RESPONSE: BellSouth objects to this question in that it is not relevant to the issues in this proceeding nor is it reasonably calculated to lead to relevant information. Without waiving this objection, BellSouth states the UNE rates to provide the equivalent service are determined by the interconnection agreements between BellSouth and a Certified Local Exchange Carrier (CLEC). BellSouth's Kentucky Statement of Generally Available Terms and Conditions (SGAT) provides interconnection terms and rates for specific UNE elements.

Further, without waiving its objection, BellSouth here provides a summary of the rate information from the Kentucky SGAT. See the attached UNE-P PRI rates for Kentucky UNE Zones 1, 2 and 3.

The corresponding UNE-P for the Primary Rate ISDN Access Line is Element P.5 (A.9.1): 4-Wire DS1 Digital Loop. The corresponding UNE-P for the Primary Rate ISDN Interface and the Primary Rate ISDN B-Channel is Element P.5 (B.1.6): Exchange Ports - 4-Wire ISDN DS1 Port and the following usage elements:

RESPONSE: (Continued)

- C.1.1: End Office Switching Function, Per MOU
- C.1.2: End Office Trunk Port - Shared, Per MOU
- C.2.1: Tandem Switching Function Per MOU
- C.2.2: Tandem Trunk Port - Shared, Per MOU
- D.1.1: Common Transport - Per Mile, Per MOU
- D.1.2: Common Transport - Facilities Termination Per MOU

The CLEC's monthly usage is multiplied by the latter six elements to determine the applicable billing. It is not possible to sum the elements to compute a total rate because the units of measurement are different (per loop, per port, per MOU, etc.). A monthly UNE-P rate does not exist for Primary Rate ISDN Telephone Numbers.

- b. See response to 5a above.

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Attachment 1

<u>Zone</u>	<u>Element</u>	<u>Element Name</u>	<u>Recurring Rate</u>
1	P.5 (A.9.1)	4-Wire DS1 Digital Loop	\$86.47
	P.5 (B.1.6)	4-Wire ISDN DS1 Port	\$83.59
	C.1.1	End Office Switching Function, per MOU	\$0.0011971
	C.1.2	End Office Trunk Port - Shared, per MOU	\$0.0002112
	C.2.1	Tandem Switching Function, per MOU	\$0.0001940
	C.2.2	Tandem Trunk Port - Shared, per MOU	\$0.0002416
	D.1.1	Common Transport - per Mile, per MOU	\$0.0000030
	D.1.2	Common Transport -Facilities Termination per MOU	\$0.0007466
2	P.5 (A.9.1)	4-Wire DS1 Digital Loop	\$114.10
	P.5 (B.1.6)	4-Wire ISDN DS1 Port	\$83.59
	C.1.1	End Office Switching Function, per MOU	\$0.0011971
	C.1.2	End Office Trunk Port - Shared, per MOU	\$0.0002112
	C.2.1	Tandem Switching Function, per MOU	\$0.0001940
	C.2.2	Tandem Trunk Port - Shared, per MOU	\$0.0002416
	D.1.1	Common Transport - per Mile, per MOU	\$0.0000030
	D.1.2	Common Transport -Facilities Termination per MOU	\$0.0007466
3	P.5 (A.9.1)	4-Wire DS1 Digital Loop	\$297.76
	P.5 (B.1.6)	4-Wire ISDN DS1 Port	\$83.59
	C.1.1	End Office Switching Function, per MOU	\$0.0011971
	C.1.2	End Office Trunk Port - Shared, per MOU	\$0.0002112
	C.2.1	Tandem Switching Function, per MOU	\$0.0001940
	C.2.2	Tandem Trunk Port - Shared, per MOU	\$0.0002416
	D.1.1	Common Transport - per Mile, per MOU	\$0.0000030
	D.1.2	Common Transport -Facilities Termination per MOU	\$0.0007466